

* IN THE CIRCUIT COURT OF
* BALDWIN COUNTY, ALABAMA.
* CIVIL DIVISION.
* CASE NO. 2937

* CIVIL DIVISION.

* CASE NO.

*
*
*

Defendants,

Come now the Defendants in the above styled cause, by their attorney, and for answer to the Complaint heretofore filed against them and to each count thereof, severally and separately, plead as follows:

1. The allegations of the Complaint are untrue.
2. The allegations of "Count One" of the Complaint are untrue.
3. The allegations of "Count Two" of the Complaint are untrue.
4. The Defendants for answer to the said Complaint, say they have paid the debt, for the recovery of which this suit was brought, before the action was commenced.

5. The automobile, which is the foundation for which this suit is brought, at the time it was repossessed from the Defendants was of a value in excess of the amount of the debt due thereon, if in fact due, and the Plaintiff ought not to be allowed further recovery from the Defendants.

6. That the Plaintiff ought not to maintain this action for that after the cause of action counted on in the Complaint arose the Defendants agreed to return the said automobile and Plaintiff agreed to accept it in full satisfaction of its claim in consideration of the Defendants releasing said automobile; and Defendants further aver that on, to-wit, the 25th day of September, 1955, they did so deliver the said automobile to the Plaintiff and the said Plaintiff did so accept such automobile in full satisfaction of its claim against the Defendants demanded in this suit.

John P. MacLure, Jr.
Attorney for Defendants

The Defendants respectfully request a trial by jury of the above styled cause.

Frederic A. Maschery, Jr.
Attorney for Defendants

ASSOCIATES DISCOUNT CORPORATION,	*	IN THE CIRCUIT COURT OF
a corporation,	*	BALDWIN COUNTY, ALABAMA.
Plaintiff,	*	CIVIL DIVISION.
vs.	*	CASE NO. <u>2937</u>
WILLARD RICHERSON and GLADYS	*	
RICHERSON, individually and	*	
jointly,	*	
Defendants,	*	

COUNT ONE

Plaintiff claims of the Defendants the sum of, to-wit, ONE HUNDRED THIRTY AND 01/100 (\$130.01) DOLLARS damages, for the breach of a written agreement entered into by the Defendants on, to-wit, March 11, 1955, by which they promised to pay to J.E.Still Motor Company, Bay Minette, Ala. the sum of, to-wit, \$73.60 each month, commencing on, to-wit, April 24, 1955, and continuing on the 24th day of each month thereafter until the sum of, to-wit, \$1766.40 had been paid for the purchase of an automobile; said written instrument provided that in the event of a default in said written instrument, the entire amount would then become due, and the Plaintiff could seize said automobile and sell same at a public or private sale, with or without advertisement, with or without notice to the Defendants, and apply the proceeds of said sale to the remainder due under the said written instrument, and in the event of a deficiency the Defendant agreed to pay the amount of the deficiency. Plaintiff avers that said written instrument, together with all rights thereunder, was assigned to it by the said J.E.Still Motor Company, before default in said written instrument, for which a valuable consideration has been paid.

Plaintiff alleges that the Defendants defaulted in said written instrument in that they failed to make the payments provided for therein, leaving a balance of principal due of, to-wit, \$1472.00; that the automobile mentioned therein was seized and sold and that the sum of, to-wit, \$1270.00 was received for the automobile, which sum the Plaintiff alleges was the reasonable market value of the automobile at the time of the seizure and at the time of the sale, and that after applying the amount received from the sale of the said automobile to the balance due under the said written instrument, a balance of, to-wit, \$130.01 remains due and unpaid.

Plaintiff claims the benefit of a waiver of personal property exemption contained in said written instrument.

Plaintiff claims the additional sum of, to-wit, \$26.00 as a reasonable attorney's fee, averring that, to-wit, \$26.00 is a reasonable attorney's fee as is provided for in said written instrument.

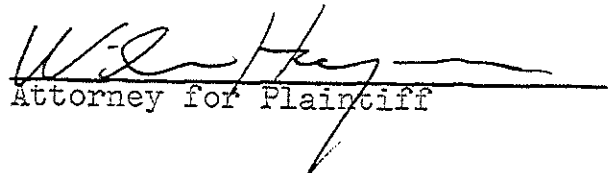
COUNT TWO

Plaintiff claims of the Defendants, to-wit, \$130.01, due by promissory note made by them on, to-wit, March 11, 1955 and payable to J. E. Still Motor Company, Bay Minette, Ala., Plaintiff's assignor, who assigned to Plaintiff for a valuable consideration, and payable in equal monthly installments of, to-wit, \$73.60, the first installment due and payable on, to-wit, April 24, 1955 and a like installment due and payable on the like day of each month thereafter. Plaintiff avers that the Defendants defaulted in said note on the 25th day of September, 1955 in that they failed to make the payments provided for therein, which sum of money is still due and unpaid.

Plaintiff alleges that by the terms of the said note, the Defendants agreed that "If any installment of this note is not paid at or before maturity, all remaining installments shall at the option of the holder hereof immediately become due and payable, and the undersigned, and each of them, hereby agree to pay any expense of collection, including a reasonable attorney's fee if placed in the hands of an attorney for collection after maturity. All parties to this note, including sureties, endorsers and guarantors, hereby waive presentment for payment, notice of non-payments, protest and notice of protest and diligence in bringing suit against any party hereto, and hereby consent that time may be extended after maturity without notice and without releasing any party hereto. Reference is hereby made to a conditional sales contract between the parties hereto of even date herewith securing this note".

Plaintiff claims the benefit of a waiver of personal property exemption contained in said promissory note.

Plaintiff claims the additional sum of \$26.00 as a reasonable attorney's fee, averring that \$26.00 is a reasonable attorney's fee as is provided for in the said promissory note.


Attorney for Plaintiff

DEFENDANTS MAY BE SERVED AT:

Route 1
Bay Minette, Alabama

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 2937

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Willard Richerson and Gladys Richerson

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against

Willard Richerson and Gladys Richerson, Defendant

by Associates Discount Corporation, A Corp.

Plaintiff

Witness my hand this 22nd day of May 19 56

Alice J. Hark, Clerk

Rt 1
Gm

RECORDED

No. 2937

Page

The State of Alabama
Baldwin County

CIRCUIT COURT

ASSOCIATES DISCOUNT CORPORATION,

A CORP.

Plaintiffs

vs.

WILLARD RICHEYSON and

GLADYS RICHEYSON

Defendants

Summons and Complaint

Filed 5-22-56 19

Alice J. Duck Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

White House Fork

Received In Office

5/22 1956

Taylor Wilkins, Sheriff

I have executed this summons

this 24 May 1956
by leaving a copy with

Mrs Willard Richeyson
Gladys Richeyson

Sheriff claims 40 miles at

Ten Cents per mile Total \$ 4.00

TAYLOR WILKINS, Sheriff

BY W. O. Garner
DEPUTY SHERIFF

Taylor Wilkins Sheriff

W. O. Garner Deputy Sheriff

White House Fork